**IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN,
JAIPUR BENCH, JAIPUR.**

S. B. CIVIL MISC. APPEAL NO. 3870/2006

**PURAN CHAND BAIRWA
v
PUNJAB NATIONAL BANK**

Date of Judgment: 26th FEBRUARY, 2007.

Hon'ble Mr. Justice R. S. Chauhan

**Mr. R.R. Sharma for the appellant.
Mr. O.P. Garg for the respondents.**

By Court:

The appellant plaintiff is challenging the order dated 16.10.06 passed by the Addl. District Judge No.3, Jaipur City, Jaipur whereby the learned Judge has dismissed his application for temporary injunction under Order 39 Rule 1 and 2 of the Civil Procedure Code (henceforth to be referred to as 'the Code', for short).

The brief facts of the case are that the appellant filed a suit wherein he claimed that he is an illiterate person. He further claimed that he met one Shri Santosh Meerwal and through him he purchased a plot belonging to Santosh Meerwal's brother, Shri Ashok Meerwal vide agreement to sell dated 2.10.03 for a consideration of Rs. 4 lacs. Out of the said amount, he paid Rs.

15,000/- at the time of the execution. He further claimed that Shri Santosh Meerwal assured him that since he knows a Bank Manager, he will ensure that the Bank will give him a loan. Thereupon, Shri Santosh Meerwal took the appellant to the house of Mr. K.P. Meena, a Branch Manager of Punjab National Bank. He further claimed that the Bank Manager took his signature on blank papers and also took the title papers of the plot and assured him that a loan amount will be duly sanctioned and granted to him. But, he further claimed that on 18.11.03 he made the payment of the remaining amount through a cheque without waiting for the loan amount. After receiving the entire amount Shri Ashok Meerwal executed a sale deed in favour of the appellant on 9.12.03. According to the appellant he never took any loan from the respondent Bank. Although he requested the Bank to return the title papers, but the Bank refused to do so. He further alleged that on 26.12.06, the Bank Manager threatened him that the Bank will dispossess him from his residential house in case he did not pay him the loan amount. The appellant further alleged that he made inquiries from the Bank and to his utter surprise discovered that a loan of Rs. 5,20,000/- has been sanctioned from the Bank in his name. However, he denied receiving any money from the Bank. Therefore, he filed a suit against the Bank for permanent injunctin. Along with the suit he filed an application for declaration and permanent injunction as aforementioned. He prayed to the Court that

the alleged loan A/c. No. 395200 M.C. No. 00011426 (TNR) may be declared as void ab initio and the respondent Bank be restrained from dispossessing him from his residential house.

The respondent Bank filed its written statement and denied the averments made in the plaint. It categorically stated that in fact the appellant had filed an application for sanction of loan. Upon his application, the loan amount was sanction and was paid. According to the agreement between the Bank and the appellant, the appellant was supposed to repay the loan. However, he has failed to do so. Therefore, the Bank has no other option but to auction his house.

After considering the pleadings and after hearing both the parties, the learned Judge vide order dated 16.10.06 has dismissed the temporary injunction application. Hence this appeal before this Court.

Mr. R.R. Sharma, the learned counsel for the appellant, has vehemently argued that an illiterate person is being embroiled in a Bank loan whereas the fact remains that no such loan was ever sanctioned and no such amount was ever given to the appellant. However, when the learned counsel was asked by the Court whether the appellant had filed any First Information Report against the Bank officers, he denied the same.

On the other hand, Mr. O.P. Garg, learned counsel for the respondent Bank has placed copies of few letters written by the appellant requesting the Bank to grant him some time for repaying the loan amount. These documents were also placed before the learned trial court. Therefore, according to the learned counsel it is a crystal clear that the appellant had taken the loan from the Bank. Hence he has supported the impugned order.

We have heard both the learned counsels and have perused the impugned order.

A bare perusal of the impugned order clearly reveals that a detailed order has been passed after considering the pleadings of the parties. According to the Bank, the appellant and his wife had sought a loan of Rs. 5,20,000/--. The necessary documents were prepared on 18.12.03. Mr. Manoj Jain had stood as a guarantor for the repayment of the loan. After the margin money was deposited vide Cash Order dated 18.12.03, a loan amount of Rs. 4,20,000/- was paid to Mr. Ashok Kumar Meerwal. The rest of the amount was paid on 20.12.03 and 26.12.03. One of the letters produced before the learned trial court as well as before this Court clearly shows that upon receipt of the letter from the Bank, the appellant had clearly written to the Bank praying for the extension of time for repayment of the loan. Since letter was written by the appellant himself, the

appellant cannot claim that no loan amount was sanctioned to him by the Bank. In fact in the letter dated 23.7.04 the appellant had clearly stated that he would deposit 2 lacs by 29th of the month. These documents are sufficient to prove that the appellant had, indeed, taken a loan from the Bank. Therefore, the learned Judge was certainly justified in dismissing the temporary injunction application filed by the appellant.

In the result, there is no force in this appeal. It is, hereby, dismissed.

(R.S. CHAUHAN) J.

MRG.